INDIA NON JUDICIAL

Government of Karnataka

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Certificate No.	:	IN-KA39803393271493P
Certificate Issued Date	:	30-Nov-2017 01:15 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ JC ROAD/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL31558830722307P
Purchased by	:	K V K CONSTRUCTIONS K PRAKASH BABU
Description of Document	:	Article 12 Bond
Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	K V K CONSTRUCTIONS K PRAKASH BABU
Second Party	:	EXECUTIVE ENGG SWD DASARAHALLI
Stamp Duty Paid By	:	K V K CONSTRUCTIONS K PRAKASH BABU
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Authorised Signatory
for Stock Holding Corporation of India Ltd.

Please write or type below this line

AGREEMENT

Agreement No: EE/SWD/DHZ/AGMT/ 08 /2017-18 dated: 30/01/2018

Name of the work: **"Construction of RCC culvert & U Shape drain for secondary SWD between Settyhalli & Chikkasandra village in Settyhalli Ward No.12, Indent No: 22272"**

This agreement entered into this day the 30th January of the year 2018 between Bruhat Bangalore Mahanagara Palike, represented by the **Executive Engineer (Storm Water Drain-Dasarahalli)**, Bruhat Bangalore Mahanagara Palike, 9th floor, Jayanagara shopping complex, 4th block, Jayanagara, Bangalore-560 011 which term shall mean and include the successors in the office and assigns here in after called as "**BBMP**" on ONE PART and **M/s KVK Constructions,** Prop: K Prakash Babu, No.33, Shanthi Nilaya, Opp. Mahalakshmi Hardware, 3rd Main road, Ashwathkatte Main road, Kasturba Nagara, Bangaluru-560026

Contractor

Executive Engineer, SWD-DHZ

Statutory Alert:
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hereinafter called as "**Contractor**" on the OTHER PART, which term shall mean and include their heirs, successors and legal representatives as the case may be.

Whereas BBMP is desirous to take up the work of **"Construction of RCC culvert & U Shape drain for secondary SWD between Settyhalli & Chikkasandra village in Settyhalli Ward No.12, Indent No: 22272"** at an estimated cost of Rs. 100.00 Lakhs based on KPWD SR 2015-16 as per the Tender Notification No: EE/SWD/DHZ/TEND/05/16-17 dated: 30/08/2016.

Whereas the Government of Karnataka has accorded Administrative Approval vide No: ನಅಇ 536 ಎಂಎನ್‌ವೈ 2017 ಬೆಂಗಳೂರು ದಿ: 21–09–2017 ಅನುಬಂಧ–1 for the above work, Chief Engineer (Storm Water Drain) has accorded Administrative Sanction vide No. CE/SWD/ADMN/100/2016-17, Dt: 23/08/2016 and Chief Engineer (Storm Water Drain) has accorded Technical Sanction vide No. CE/SWD/TECH-SANCTION/102/2016-17, Dt: 23/08/2016 for the above work. Job code No: 012-18-000023.

Whereas the Contractor has quoted an Item rate total amount of **Rs. 86,30,674/- (Rupees Eighty six lakh thirty thousand six hundred and seventy four only)** which is 11.04% below when compared to amount put to tender which is based on KPWD SR 2015-16 and 18.84% below when compared to KPWD SR 2016-17 with issue rates for executing the above work on item rate basis.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

1. In consideration of the payments to be made by the BBMP to the Contractor as herein after mentioned, the Contractor here by covenants with the BBMP, to execute and complete the works as per the tender conditions in all respects.
2. The BBMP hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying the defects found therein the contract amount become payable under the provisions of the contract at the times and in the manner prescribed by the contract and appended to this Agreement subject to statutory recoveries of taxes and levies such as income tax, sales tax, VAT, royalty, GST, etc., at the rates prescribed by Government from time to time. The BBMP also agrees to pay such further amount on the work executed that may be out of the Tender Scope but are directly connected with the execution of the work tendered mutually agreed upon for execution and the same will be paid on production of Bills to that effect, in the manner prescribed under the Clauses of General conditions of Contract laid down in Standard bid documents.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
   a) Invitation for Tender,
   b) The Contract Agreement
   b) Letter of Acceptance
   c) The Contractor's bid,
   d) Bid Documents,
   e) Contract Data;
   f) Conditions of Contract including Special Conditions of Contract:
   g) Specifications
   h) Bill of Quantities:
   h) Drawings
   i) Any other document listed in the Contract Data as forming part of the Contract

Contractor

Executive Engineer, SWD-DHZ

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4. The aforesaid documents shall be taken as complementary and mutually explanatory to one another, but in case of ambiguities or discrepancies, the document first shall take precedence in the order set out above and the above said documents from 3(a) to 3(i) shall be part and parcel of Agreement.
5. The date of commencement of the work starts from the date of handling over of site by the BBMP to the Contractor and the Employer shall take over the Site and the Works within seven days of the Engineer issuing a Certificate of Completion.
6. Construction Programme: Time is the essence of the contract & it shall be clearly understood that the Contractor is bound to complete the work in every respect within 5 months from the date of handing over of site including monsoon period as described in scheme.
7. The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
8. No Mobilization Advance will be paid to the Contractor.
9. The Contractor will not have any claims in case of any delay by the BBMP for removal of trees, shifting, raising, removing of telegraph, telephone or electric line (overhead or underground) and sewer lines and other structures etc, if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays.
10. Contractor has to furnish as built drawings, photos and videos to the BBMP after completion of the project before final bill submission.
11. Penalty for delay — In respect of shortfall in progress assessed as due to the delay on the part of the contractor, he shall be liable to pay penalty as per conditions of contract.
12. All risks of loss of or damage to physical property and of personal injuries and death which arise during and in consequence of the performance of the Contract other than the excepted Risks are the responsibility of the Contractor.
13. The Contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects if any, during the defects liability period of one year from the date of Issue of completion certificate.
14. Bank guarantees (2 Nos.) drawn on Union Bank of India, Vijayanagar branch, Bangalore have been submitted and the same will be released after the Completion of defect liability period.

Sl No:	Fixed deposit No:	Amount	Date of deposit	Date of expiry	Remarks
1	51760IGL0000318	4,31,534/-	29/01/2018	29/01/2019	Security Deposit
2	51760IGL0000418	10,74,729/-	29/01/2018	29/02/2018	Difference Amount

In witness whereof the parties there to have cause this Agreement executed on the 30th January of the year 2018. Signed, sealed and delivered by the presence of

Contractor

Executive Engineer
Storm Water Drain - Dasarahalli

Witnesses:

1

2

Contractor

Executive Engineer, SWD-DHZ

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